

**Before the
UNITED STATES COPYRIGHT ROYALTY JUDGES
Library of Congress
Washington, D.C.**

In the Matter of:

Determination of Royalty Rates and Terms
for Transmission of Sound Recordings by
Satellite Radio and “Preexisting”
Subscription Services (SDARS III)

Docket No. 16–CRB–0001–SR/PSSR
(2018–2022)

**MUSIC CHOICE’S REPLY IN FURTHER SUPPORT OF ITS MOTION FOR
REHEARING REGARDING PSS INTERNET TRANSMISSIONS
AVAILABLE OUTSIDE THE HOME**

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Introduction

After the record was closed in this proceeding, the Register created a new, multi-factor test for the Judges to determine whether an expansion of a PSS provider's service constitutes an entirely different service sufficient to place that part of the service outside the scope of the PSS license. In that decision, the Register specifically noted that a finding that cable television service providers do not regularly include access to their television channels outside the home as part of their residential television service would be relevant to (though not dispositive of) the Judges' analysis under the new test. In their Initial Determination, the Judges considered all of the Register's factors, quoted the Register's (erroneous) belief that cable television providers do not include access outside the home as part of the residential television package, and found that only one factor—the transmission of Music Choice's audio channels outside the home—rendered those internet transmissions outside the home a “different service” and outside the scope of the PSS license. Music Choice demonstrated in its Moving Brief that there was no record evidence upon which the Judges could have made a fact finding supporting the Register's suggestion regarding transmissions outside the home, and submitted a proffer demonstrating that any such fact finding was clearly erroneous.

In its Opposition Brief, SoundExchange cites no record evidence that could have supported the requisite finding. Indeed, it barely engages on the actual subject of Music Choice's motion at all. Instead, it wastes the first six pages of its Brief making irrelevant arguments about the other factors in the Register's test, which the Judges did **not** find relevant to their ruling on Music Choice's transmissions outside the home. Even on those irrelevant points, SoundExchange cites no actual record evidence supporting its arguments. When it finally gets around to discussing the one relevant issue, it seeks to avoid the issue by mischaracterizing it into a straw man, arguing that merely because certain cable operators offer less than 100% of

their television channels outside the home via their cable company apps, that fact somehow supports a finding that access outside the home is not part of the residential cable package. In making this argument, SoundExchange conveniently ignores the fact, established in Music Choice's moving papers, that cable subscribers get access to the "missing" channels via the applicable networks' own apps. SoundExchange has thus failed to rebut Music Choice's actual arguments. In any event, even if SoundExchange had raised a factual question via its exhibits, it would only further validate Music Choice's primary argument that the Judges cannot support the exclusion of transmissions outside the home from the PSS regulations based on the existing record and should leave the issue for resolution in a later proceeding in which an appropriate evidentiary record could be developed.

I. The Availability of Cable Television Channels Outside the Home is Relevant

Throughout its Opposition, SoundExchange misrepresents both the Register's Opinion and the Judges' Initial Determination, misstating the relevance of cable industry norms to determining whether a PSS's internet transmissions are eligible for the PSS designation. SoundExchange mischaracterizes the Register's Opinion as ruling that *any* "distinction" made by cable companies between content accessed inside versus outside the subscriber's home is sufficient to render PSS transmissions outside the home a wholly different service. She made no such ruling. The Register held that in analyzing the degree of difference between a PSS's expanded service offering access outside the home and its service within the home, the Judges should consider whether cable operators treat access outside the home as an integral part of their residential cable television offerings, or exclude such access. *Register's Opinion* at 26 & n.88. The Register did not say that, even if (as she erroneously believed) the cable industry did not include access outside the home as part of the residential cable offering, such difference alone would be sufficient to render such transmissions a "different service." She merely instructed the

Judges to evaluate the degree of difference, along with all the other enumerated factors. *Id.* at 25 (“[T]he CRJs should consider **the degree to which** making the existing service offering accessible outside the home . . . constitutes a fundamental change to the offering.”) (emphasis added). The Register also clearly recognized the principle that the PSS should be allowed to grow and change in pace with the rest of the cable and satellite television industry. *Register’s Opinion* at 14–15.

Applying the Register’s Opinion, the Judges did not, as SoundExchange claims, rule that all Music Choice internet transmissions fall outside the scope of the PSS license. They found that only those internet transmissions accessed from outside the home are part of a different service. *Initial Determination* at 37. While the Judges stated that they had considered all six factors, they cited only availability outside the home to support this ruling. *Id.* But the Judges cited no record evidence that could support a factual finding that allowing authenticated subscribers to access the Music Choice service outside their homes differs from prevailing cable industry practices. *See id.* As demonstrated in Music Choice’s moving brief, such a finding was unsupported by record evidence, and clearly erroneous. And in its Opposition, SoundExchange cites no record evidence the Judges could have used to make any finding on that point.

II. SoundExchange’s “Evidence” Does Not Support Its Position

SoundExchange presents only one record cite purporting to refute Music Choice’s proffer on cable industry norms. But the proposed finding cited by SoundExchange actually supports the grant of Music Choice’s motion: SoundExchange cites SEPFF ¶ 2006 in support of its false assertion that “being available outside the home is the main purpose” of the Music Choice internet service. *Opposition* at 3. Nothing in that proposed finding, or anywhere in the record, supports the assertion for which it is cited. The proposed finding does, however, acknowledge the very fact SoundExchange now tries to deny: that “[t]he cable industry has pushed for a

concept sometimes referred to as ‘TV everywhere,’ which allows subscribers to access cable television programming not only in their homes but everywhere.” SEPFF ¶ 2006 (citing Trial Ex. 55 at 40 (Del Beccaro WDT); 5/18/17 Tr. 4602:14-19 (Del Beccaro)). Thus, as SoundExchange’s own proposed finding shows, the only record evidence even discussing the relevant issue supports Music Choice’s position on cable industry norms.

SoundExchange also submits a declaration from one of its attorneys in an attempt to refute Mr. Del Beccaro’s proffer on cable industry practices. Unlike Mr. Del Beccaro’s testimony, which was based upon his personal knowledge and experience, SoundExchange’s submission comprises a selection of webpages, with cherry-picked quotes and no factual context. As demonstrated in more detail in the Reply Declaration of David Del Beccaro (“Del Beccaro Reply Decl.”) submitted herewith, SoundExchange focuses on the fact (acknowledged in Mr. Del Beccaro’s prior testimony) that not every single television channel is made available outside the home via the cable operator’s own app. As noted above, the Register’s test does not require a finding that every single channel is available outside the home. But SoundExchange also ignores the fact, demonstrated in many of its own exhibits, that subscribers may access almost every channel by using the applicable network apps. Thus, SoundExchange’s exhibits support Mr. Del Beccaro’s testimony rather than refute it. In any event, even if SoundExchange’s exhibits had raised a factual dispute concerning cable industry norms, that would only further justify delaying determination of this issue until a later proceeding in which such a dispute could be resolved.

III. SoundExchange’s Irrelevant Non-Rebuttal and Unsubstantiated Arguments

As noted above, the bulk of SoundExchange’s brief is wasted on conclusory arguments relating to various of the Register’s factors upon which the Judges did **not** base their ruling regarding transmissions outside the home. These arguments do not relate to Music Choice’s moving brief, are beyond the proper scope of opposition, and are irrelevant to deciding Music

Choice's motion. *C.f. Bray v. Alexandria Women's Health Clinic*, 506 U.S. 263, 280–81 (1993) (holding that arguments made in opposition to petition for certiorari outside the scope of the issues presented in the petition were improper and disregarded).

SoundExchange also cites no record evidence supporting its conclusory arguments on factors 1–5. Instead, SoundExchange rehashes irrelevant arguments it raised – and lost – at trial. For example, SoundExchange claims that Music Choice's internet transmissions cannibalize other forms of music consumption. *Opposition* at 3. But the Judges made no finding of any such substitution, nor could they have, because SoundExchange introduced no evidence demonstrating actual substitution.

SoundExchange also points to the video interface on the Music Choice app, claiming that the app is so different from Music Choice's television offering that it cannot be part of a PSS. There is no record evidence to support this claim. Moreover, Music Choice has rolled out an identical television interface on dozens of cable systems as it uses on its app. Del Beccaro Reply Decl. ¶ 4 & Exhibit 1. SoundExchange further asserts that Music Choice's internet offering is unrelated to its pre-1998 investments because it includes music video content that was not launched until after 1998. But video content is irrelevant—Music Choice has never claimed that video content is part of its PSS. Instead, as SoundExchange knows, all video content is separately licensed. *See* Del Beccaro WRT, Trial Ex. 57, pp. 28–29; MC PFOF ¶ 538. Moreover, Music Choice has offered its audio channels through the internet since 1996, and made investments in developing those capabilities prior to 1998, just like it did for its television-based PSS transmissions. Del Beccaro Reply Decl. ¶ 6. None of SoundExchange's meritless arguments, unsupported by the record and not properly raised on rebuttal, should be credited.

Dated: January 25, 2018

Respectfully submitted,

By: /s/ Paul M. Fakler

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**REPLY DECLARATION OF DAVID J. DEL BECCARO
IN SUPPORT OF MUSIC CHOICE’S MOTION FOR REHEARING**

1. My name is David J. Del Beccaro and I am the President and CEO of Music Choice. I respectfully submit this Declaration in reply to various highly misleading statements and exhibits submitted by SoundExchange in opposition to Music Choice’s Motion for Rehearing.

2. In my prior Declaration, I testified – based upon my personal knowledge and experience – concerning the MVPD industry’s provision of access to television programming outside the home. As I previously testified, the “TV Everywhere” principle, whereby residential cable subscribers are provided streaming access both inside and outside the home to live television network channels and various on-demand content from those networks, has been an integral part of the residential cable and satellite subscription services for many years now. As I demonstrated, again based upon personal knowledge and experience, almost every cable and satellite television service provider offers almost every network and channel carried on the television to its residential subscribers while outside their homes as part of their television subscriptions. MVPDs provide this access through various means, including the MVPDs’ own

apps and websites and separate apps and websites for the various networks carried on television as part of the residential television subscription. For all of these means of access, users must authenticate their cable or satellite television subscriptions through the MVPD in order to access the programming.

3. SoundExchange attempts to dispute my testimony, but does not offer any testimony from any knowledgeable person that contradicts my testimony. Instead, it merely submits a declaration from one of its attorneys who does not claim to have any personal knowledge of the facts and who merely submits a series of web page printouts and cherry picks certain language that SoundExchange claims contradicts my testimony. SoundExchange provides no real-world context to support its reading of those web pages.

4. SoundExchange has repeatedly used this tactic of quoting sections of documents out of context without any supporting testimony to explain the meaning of the documents. Indeed, in its Opposition Brief to this motion SoundExchange claims that Music Choice's "Internet service" has a "very different" display than the television-based service. SoundExchange Opposition Brief, pp. 4-5. This topic was never addressed in any testimony during the proceeding, and though it had ample opportunity to take discovery and cross-examine me at the trial, SoundExchange never once asked me about this issue. Instead, SoundExchange cites to one page within a Music Choice internal document evaluating a specific artist promotion that we did in 2015, which page has an image of one song being played on the television, and another image of the song being played on a smart phone. The internal promotion analysis document uses these images for illustrative purposes, and the document has no indication whether those two images provide a comprehensive representation of those screen interfaces. Standing on their own (as they must, because SoundExchange never bothered to ask during the

proceeding), these images cannot possibly establish whether each image accurately represents all variations and elements of the television and app audio channel displays. In fact, a screen interface identical to that used on the apps is being used by dozens of our affiliates on the television screen. Had SoundExchange taken the opportunity to ask during the proceeding or done any independent investigation, it would have known that. Attached hereto as **Exhibit 1** is a true and correct copy of an example of what our new screen interface looks like on the television.

5. SoundExchange also claims that Music Choice's internet transmissions of its audio channels are unrelated to the investments Music Choice made prior to the passage of the DMCA. SoundExchange Opposition Brief, p.6. This is untrue. First, SoundExchange focuses on the music video programming available through the internet. This is obviously irrelevant. As SoundExchange is well aware, Music Choice has never claimed that the music video content is covered by the PSS. Music Choice directly licenses that content from the record companies, including the right to transmit the exact same content over the television and the internet (including outside the home). There is no separate license agreement for streaming outside the home. Thus, even the record companies acknowledge that Music Choice's television, app, and website usage are all part of the same single unitary service.

6. Second, as I have repeatedly testified, Music Choice began streaming its audio channels via the internet in 1996, long before the passage of the DMCA, and the company made significant investments in developing and launching that component of our residential audio service. SoundExchange keeps trying to claim it is "unclear" when we began doing this, but it is quite clear. SoundExchange, and to some extent the Judges and the Register, seem to discount this fact because it is based "solely" on my testimony. But I have testified based upon my personal knowledge. I was directly involved with and very proud of Music Choice's pioneering

work in this area. Music Choice was subject to full discovery and I was cross-examined at trial. None of that yielded any contradictory evidence on this point. Moreover, I am not sure what type of admissible evidence there could be regarding internet transmissions that occurred over twenty years ago, other than testimonial evidence. In any event, the audio channels transmitted over the internet include the exact same channels as those broadcast over the television, and all of the same investments necessary for the television audio channels are necessary for the internet transmissions, which are in integral part of our PSS.

7. Moreover, the current internet transmissions are an extension of the internet transmissions we began making back in 1996 and have continually made ever since. Although we have continued to make new investments and improvements relating to the internet transmissions, the same is true of the television-based service. Making our service available on a TV Everywhere basis is an integral part of the Music Choice residential cable and satellite television service, and is demanded from MVPDs today. It is an essential condition of carriage and has been for several years. Consequently, all of our investments over the years in developing these capabilities are necessarily part of our PSS offering. The mere fact that we continue to invest in and improve our services does not mean we are not still relying and building on the investments we made earlier in the company's history.

8. With respect to SoundExchange's attempt to rebut my testimony regarding the prevalence of TV Everywhere offerings as an integral part of residential cable and satellite television offerings, its argument and exhibits are misleading and, in any event, unsupported by any knowledgeable testimony. As a preliminary matter, SoundExchange takes the position that the internet service outside the home is a completely different service from the service inside the home unless every single channel is identical. This cannot be right, because my understanding is

that the Judges are supposed to be determining whether the service outside the home is sufficiently different from the service inside the home to be considered an entirely separate service. With respect to access outside the home, the Register instructed the Judges to determine “the degree to which” making the cable service outside the home rendered it fundamentally different from traditional cable service. SoundExchange’s version of the test, in contrast, does not evaluate or balance the amount of difference, but rather requires absolute identity between the two services. In any event, and contrary to SoundExchange’s misleading claims, there are very few channels unavailable to a given MVPD subscriber outside the home. Typically, to the extent any are unavailable remotely, it is either because the viewership of the channel on the television is so low that it does not make economic sense for the MVPD or network to invest in making it available via the internet, or the network’s long-term deal with the network has not yet come up for renewal and so the MVPD has not renegotiated the network’s affiliate agreement to include internet rights.

9. I previously explained that almost every MVPD provides almost every channel to their subscribers outside the home, but they do so through various means. SoundExchange attempts to refute this based solely on the number of channels available through a given MVPD’s app, and ignores the availability of the allegedly missing channels outside the home through the networks’ apps and websites. The misleading nature of this tactic is most evident when reviewing SoundExchange’s discussion of Exhibit 3 to my prior Declaration on page 9 of its brief, and Exhibit 4 to the Declaration of Kendall Turner (the “Turner Declaration”), submitted with SoundExchange’s brief. In its Opposition Brief, SoundExchange claims that “barely more than a third” of Cox’s television channels are available outside the home on its Contour app. SoundExchange Opposition Brief, p. 9. But the fact that 37% of the listed channels are available

outside the home through the Contour app is irrelevant. **Every single channel listed on Exhibit 4 indicates that it is available outside the home**, either via network apps, network websites, or the Contour app. All of those methods of access require authentication of a user's Cox residential cable television subscription and are an integral part of that service.

10. Indeed, although the version of this Cox web page attached as Exhibit 4 to Ms. Turner's Declaration is incomplete and fails to include the column with the "TV GO" designation, on the very first page it expressly states that subscribers have access to their favorite shows anywhere they go by using both the Contour app and "up to 120 TV network apps." And on page 3, right before the listing of channels, the Cox website further advertises the network apps as part of the residential subscription, noting that the network apps allow authenticated cable subscribers to "watch [their] favorite live and on-demand shows from anywhere."

11. SoundExchange's other exhibits similarly fail to support its argument. With respect to Exhibit 1 to the Turner Declaration, this exhibit is limited to AT&T's U-verse app, and ignores the availability of almost all channels outside the home via network apps and websites. Nor does the web page indicate how many channels are unavailable on the U-verse app outside the home. What is clear from the document, however, is that AT&T markets access to the television service outside the home as an integral part of its residential television service.

12. With respect to Exhibit 2, this document only discusses access via the DirecTV website and app, and does not tell us anything about access via network websites or apps. Even with respect to the DirecTV website and app, the exhibit does not tell us how many channels are unavailable outside the home. It does make clear, however, that such access outside the home is considered an integral part of the residential satellite television service. For example, on page

one it states that “[w]ith DIRECTV, you can watch live TV channels on your laptop or mobile device inside or outside your home, using any Wi-Fi connection.”

13. Turning to Exhibit 3 to the Turner Declaration, this is merely the printout of an error message web page. Ms. Turner does not give any context for this error page. She certainly does not testify that she, or anyone else, ever actually received this error message while trying to access live television content via the XFINITY Stream app. In my prior Declaration, I testified that I personally used the XFINITY Stream app to access many channels from outside my home, and accessed many other channels via network apps by authenticating through my Comcast residential cable subscription. This unauthenticated web page does nothing to refute my actual experience, nor does Ms. Turner even attempt to explain the relevance of this web page. Moreover, SoundExchange’s review of the Comcast website apparently missed this more relevant page, <https://www.xfinity.com/support/articles/live-tv-streaming>, a true and correct copy of which is attached hereto as **Exhibit 2**. This webpage demonstrates that XFINITY Stream is unquestionably available outside the home. This page states that “[w]hen connected to your in-home XFINITY network, you can watch all the channels on your lineup (i.e., those included with your XFINITY TV subscription) through the XFINITY Stream app and portal, with the exception of pay per view or Adult channels. Outside the home, over 200 channels and over 40,000 TV shows and movies from your lineup will be available for live streaming.” This is consistent with my prior testimony of having personally accessed many channels outside the home.

14. I discussed SoundExchange’s misleading treatment of Exhibit 4 to the Turner Declaration above. With respect to Exhibit 5, the best that SoundExchange can do is quote one statement that there “may be some channels” that subscribers may not watch outside the home

via the Frontier TV Everywhere app. As noted above, this is entirely consistent with my prior testimony, and irrelevant without further contextual discussion. It does not disclose how many, if any, channels are not actually available outside the home even via the Frontier app. Moreover, the exhibit expressly notes that in addition to the Frontier app, subscribers may access the television channels outside the home by using “more than 100” websites and apps from the networks. The exhibit also makes clear that Frontier overwhelmingly markets access outside the home as an integral part of the residential cable television subscription. For example, the page notes that residential cable subscribers “can watch TV anywhere you have an internet connection, your house, the office, a shopping mall, hotel, airport, coffee shop, etc.”

15. Turning to Exhibit 6 to the Turner Declaration, this document makes clear that a significant number of channels are available outside the home via network apps. And another page on the Optimum website, <https://www.optimum.net/tv/to-go/>, shows almost 100 networks available outside the home via network apps.

16. With respect to Exhibit 6 to the Turner Declaration, this is a page from the Slingbox website. Slingbox is not an MVPD and does not provide cable or satellite television service. Anything it claims on this website should be taken as what it is: advertising designed to sell a product. In any event, any unsupported characterizations of other companies’ offerings are not only unreliable and non-specific, they are irrelevant.

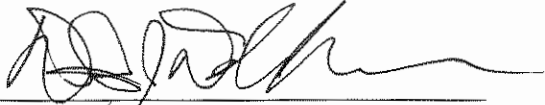
17. With respect to Exhibit 8 to the Turner Declaration, again, this exhibit merely says that there are some undisclosed channels that are unavailable outside the home when using the Spectrum app. This limitation is not applicable to the various network apps, which are also described on that page.

18. Exhibit 9 to the Turner Declaration is the printout of a website article.

SoundExchange quotes the article out of context, seeming to argue that it indicates that Comcast cable subscribers can only access their television channels from within the home using the XFINITY Stream app. This is false, and the article says no such thing. This article, when discussing the limitation to within the home, is not referring to the XFINITY Stream app available to cable subscribers, it is referring to a new limited service package, the XFINITY Stream TV service, which is sold to consumers who do not wish to purchase the more extensive traditional cable package offered by Comcast. In any event, as noted above, I have personally used the XFINITY Stream app to access many channels of television programming while outside my home, and as demonstrated above and in **Exhibit 2**, the Comcast website clearly notes that over 200 channels are available outside the home through the XFINITY app and web portal. Moreover, almost all channels are available outside the home via network apps and websites, a fact which is confirmed in Exhibit 9 even with respect to XFINITY Stream TV limited service package subscribers, but ignored by SoundExchange.

19. Finally, with respect to Exhibit 10 to the Turner Declaration, this is a printout of a page from the Time Warner Cable (now owned by Spectrum) website. It merely notes, similar to Exhibit 8, that some unidentified channels “may” not be available outside the home via the Spectrum app. As with Exhibit 8, it does not say how many or which (if any) actual channels are unavailable, nor does this potential limitation apply to access via network apps as part of the Spectrum residential cable television service.

I, David J. Del Beccaro, declare under penalty of perjury that the above statements contained in this Reply Declaration are true and correct to the best of my knowledge. Executed this 24th day of January 2018 in New York, New York.



David J. Del Beccaro

Del Beccaro Reply Declaration
Exhibit 1



Music Channels

Video On Demand

Video Channels

Search

You Watched

Artists Just Played

Top Artists

You're watching Music Channels: Hit List



Maroon 5 - "Animals" V (2014)

DID YOU KNOW?

It took five years for Maroon 5 to release their second album, *It Won't Be Soon Before Long* in 2007.

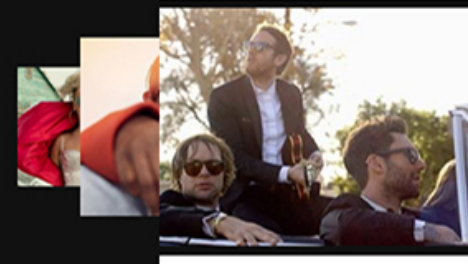


WATCH THIS VIDEO
ON DEMAND



GO FULL SCREEN

Artists just played on Music Channels: Hit List



Maroon 5



Animals
Maroon 5

TV-14



Wait
Maroon 5

TV-PG



What Lovers Do
Maroon 5

TV-PG



Don't Wanna K...
Maroon 5

TV-14

Del Beccaro Reply Declaration
Exhibit 2

Watch Live TV and XFINITY On Demand Content Online and on Your Mobile Device

If you subscribe to XFINITY TV, you can live stream your entire channel lineups and XFINITY On Demand libraries on mobile devices or computers via the XFINITY Stream app and XFINITY Stream portal ([xfinity.com/stream](https://www.xfinity.com/stream)) while connected to your in-home XFINITY network. While out of the home, you can still live stream portions of your channel lineup and XFINITY On Demand library.

Note: Pay per view content is currently not available for live streaming.

Frequently Asked Questions

I have XFINITY TV service. How can I stream live TV and/or XFINITY On Demand to my mobile device and/or computer?

Simply download the XFINITY Stream app or visit the [XFINITY Stream portal](#) and log in with your XFINITY username and password.

I already have the XFINITY Stream app. Do I need to install the new XFINITY Stream app?

No, if you already have the latest XFINITY Stream app installed, it will automatically transition to the XFINITY Stream app through an app update.

Does live TV streaming with the XFINITY Stream app/XFINITY Stream portal include all channels?

When connected to your in-home XFINITY network, you can watch all the channels on your lineup (i.e., those included with your XFINITY TV subscription) through the XFINITY Stream app and portal, with the exception of pay per view or Adult channels. Outside the home, over 200 channels and over 40,000 TV shows and movies from your lineup will be available for live streaming.

Does XFINITY On Demand streaming with the XFINITY Stream app and/or XFINITY Stream portal include all titles?

In the home, you'll have access to the same XFINITY On Demand titles you can get on your TV (s) (i.e., those included with your XFINITY TV subscription). Out of the home, select On Demand titles will be available for streaming.

Will I be able to rent or purchase movies and TV shows via the XFINITY Stream app or XFINITY Stream portal?

At this time, you cannot rent or purchase movies through the XFINITY Stream app or portal but you can watch any movies or TV shows that you purchased on your XFINITY TV box through the app and portal by selecting **Saved > Purchases** in the navigation bar.

How do I access the live TV and/or XFINITY On Demand streaming features, and what devices are supported?

You can use the XFINITY Stream app on mobile devices or the [XFINITY Stream portal](#) on personal computers to watch your XFINITY TV service. The XFINITY Stream app is currently available for Apple and Android devices (see [system requirements](#) for details).

Will live TV and/or XFINITY On Demand streaming on the XFINITY Stream app or XFINITY Stream portal count against my XFINITY Internet data usage plan?

When you are in your home and connected to your in-home XFINITY network, streaming video to the XFINITY Stream app and portal is an in-home cable service delivered over Comcast's managed cable network, not over the Internet, so it will not count towards your XFINITY Internet monthly data usage. If you watch any TV Everywhere programming through the XFINITY Stream app, that programming is delivered over an Internet or mobile connection and will count towards any usage thresholds that may apply.

I can't watch all of my live TV and/or XFINITY On Demand streaming when I'm traveling. Is there a problem?

While in the home, content is delivered as a cable service over Comcast's managed IP network, and includes your full live TV channel lineup and all of your XFINITY On Demand choices. Although more than 200 live TV channels and over 40,000 On Demand movies and shows are available outside of the home over the Internet, certain content is not currently available. Use the **Available Out of Home** filter in the XFINITY Stream app or portal to easily identify streaming options available when you are not at home. Streaming and downloading of content when outside of the United States is not allowed due to limitations on rights by content providers.

How many devices can stream live TV and/or XFINITY On Demand content simultaneously?

With XFINITY TV service, and the XFINITY Stream app and portal, most of our customers can stream video to up to five devices simultaneously while in the home. Out of the home or over the Internet, you can stream up to three devices simultaneously. Please note that certain XFINITY TV packages limit the number of simultaneous streams to two.

What devices are supported?

The XFINITY Stream portal can be accessed on PCs, Macs, and select Chrome OS devices. To view system requirements for the [XFINITY Stream portal](#), see the [XFINITY Stream Portal Requirements](#). The XFINITY Stream app is available for iOS devices through the Apple App Store, for Android devices through Google Play, and for select Kindle Fire models from Amazon. To view system requirements for the XFINITY Stream app, see [XFINITY Stream App System Requirements](#).

What can I watch on the XFINITY Stream app?

When connected to your in-home XFINITY network, you can watch your full channel lineup and all of the XFINITY On Demand content that is available on your TVs through your mobile device or computer. You can also watch any rentals or purchases you have made, and XFINITY X1 customers can watch in-progress and completed DVR recordings.

When outside the home, you can watch more than 200 live TV channels, 40,000 On Demand choices and your completed X1 DVR recordings over the Internet anywhere in the country. Simply filter for **Available out of home** to make finding TV Everywhere content easy. And select **Available for download** from the filter menu to see what shows and movies are available to download to watch when offline.

Can I download movies and shows from the XFINITY On Demand library?

Yes, you can download select XFINITY On Demand TV shows and movies for offline viewing. Select **Available for download** from the filter menu to see what shows and movies are available to download to watch when offline.

What are the minimum system requirements I need to use the XFINITY Stream app/portal?

To view system requirements for the [XFINITY Stream portal](#), see [XFINITY Stream Portal Requirements](#). For the XFINITY Stream app, see [XFINITY Stream App System Requirements](#).

Related Articles

[XFINITY Stream Portal Minimum System Requirements](#)

[Get Started with the XFINITY Stream App](#)

[XFINITY Stream App Minimum System Requirements](#)

[X1 Cloud DVR Recording Download FAQs](#)

[X1 Cloud DVR FAQs](#)

[X1 Cloud DVR Recording and Playback Features - FAQs](#)

[Activate Your X1 Cloud DVR TV Box](#)

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XFINITY On Demand services are not available in all areas. If you reside in an area that does not offer XFINITY On Demand through your TV Box, you will not have access to XFINITY On Demand content online through the XFINITY Stream portal ([xfinity.com/stream](#)) or XFINITY Stream app.

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Certificate of Service

I hereby certify that on Thursday, January 25, 2018 I provided a true and correct copy of the Reply in Further Support of Its Motion for Rehearing Regarding PSS Internet Transmissions Available Outside the Home to the following:

Recording Industry Association of America, The, represented by David A. Handzo served via Electronic Service at dhandzo@jenner.com

Warner Music Group, represented by Jared O. Freedman served via U.S. Mail

SoundExchange, Inc., represented by Steven R. Englund served via Electronic Service at senglund@jenner.com

Sony Music Entertainment, represented by Jared O. Freedman served via U.S. Mail

Johnson, George, represented by George D Johnson served via Electronic Service at george@georgejohnson.com

Sirius XM, represented by Jennifer Oliver served via U.S. Mail

Universal Music Group, represented by David A. Handzo served via Electronic Service at dhandzo@jenner.com

American Federation of Musicians of the United Sta, represented by Steven R. Englund served via Electronic Service at senglund@jenner.com

SAG-AFTRA, represented by Jared O. Freedman served via U.S. Mail

American Association of Independent Music ("A2IM"), represented by David A. Handzo served via Electronic Service at dhandzo@jenner.com

Signed: /s/ Paul M Fakler